

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of December 23, 2016 (the “Date of Issuance”), by and between THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., not in its individual capacity but solely as Seller Trustee of SLF V-2015 TRUST, a New York common law trust, as the seller (the “Seller”), and GS2 DEPOSITOR 2016-A SPV, LLC, a Delaware limited liability company, as the buyer (the “Buyer”). Capitalized terms used but not otherwise defined herein will have the meanings assigned to them or incorporated by reference in that certain Private Student Loans Asset Purchase Agreement, dated as of December 23, 2016 (the “Agreement”), by and between the Seller and the Buyer.

WHEREAS, the Seller and the Buyer have entered into the Agreement, pursuant to which the Buyer has agreed, among other things, to purchase from the Seller, the Purchased Assets; and

WHEREAS, pursuant to this Bill of Sale, Assignment and Assumption Agreement, the Seller will, on the Date of Issuance, sell, transfer, assign, grant and delegate to the Buyer, and the Buyer will purchase, accept and assume all the Purchased Assets related to the Purchased Loans described in the Schedule of Purchased Loans attached hereto as Annex A, together with the assets and liabilities related thereto under the terms and conditions of the Agreement, as provided for in this Bill of Sale, Assignment and Assumption Agreement.

NOW, THEREFORE, in consideration of the premises and covenants hereinafter contained, in consideration of the representations, warranties and covenants contained in the Agreement, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto desire to enter into this Bill of Sale, Assignment and Assumption Agreement on the terms set forth herein.

KNOW ALL PERSONS BY THESE PRESENTS, that, on the Date of Issuance, the Seller does hereby sell, convey, assign, transfer and deliver to the Buyer, and the Buyer does hereby purchase, acquire and accept from the Seller, all right, title, interest and security interest of the Seller in, to and under the Purchased Assets related to the Purchased Loans described in the Schedule of Purchased Loans attached hereto as Annex A and all obligations with respect thereto.

The Seller and the Buyer hereby make their respective representations and warranties set forth in ARTICLE III of the Agreement.

The respective rights and obligations of the Seller and the Buyer with respect to the Purchased Assets will be governed exclusively by the Agreement, and nothing in this Bill of Sale, Assignment and Assumption Agreement will alter any liability or obligations arising under the Agreement, which will (without limiting the generality of the foregoing) govern. If there is any conflict or inconsistency between the provisions of the Agreement and this Bill of Sale, Assignment and Assumption Agreement, the provisions of the Agreement will govern.

This Bill of Sale, Assignment and Assumption Agreement will be binding upon, and will inure to the benefit of, the Seller and the Buyer and their respective successors and permitted assigns, and will survive the execution and delivery hereof. This Bill of Sale, Assignment and Assumption Agreement is not intended and will not be construed to confer upon any Person, other than the Seller and the Buyer, any rights or remedies hereunder.

This Bill of Sale, Assignment and Assumption Agreement, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out or relate to this Bill of Sale, Assignment and Assumption Agreement or the negotiation, execution or performance of this Bill of Sale, Assignment and Assumption Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Bill of Sale, Assignment and Assumption Agreement or as an inducement to enter into this Bill of Sale, Assignment and Assumption Agreement) will be governed by, and construed in accordance with, the Laws of the State of New York without regard to principles of conflict of laws (other than Section 5-1401 of the General Obligations Law of the State of New York).

The provisions of Section 8.13 of the Agreement are hereby incorporated by reference herein, *mutatis mutandis*.

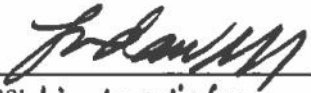
No waiver, modification or change of any of the provisions of this Bill of Sale, Assignment and Assumption Agreement will be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced.

This Bill of Sale, Assignment and Assumption Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same instrument.

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IN WITNESS WHEREOF, the Buyer and the Seller have caused this Bill of Sale, Assignment and Assumption Agreement to be executed by their duly authorized representatives as of the date first above written.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., not in its individual capacity but
solely as Seller Trustee of SLF V-2015 TRUST, as
the Seller

By: 
Name: Linda Wirfel
Title: Vice President

GS2 DEPOSITOR 2016-A SPV, LLC, as the Buyer

By: 
Name: Kenneth L. Ruggiero
Title: President

Annex A to Bill of Sale, Assignment and Assumption Agreement

[Schedule of Purchased Loans]